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Attorneys for Plaintiff
The Academy of Motion Picture Arts and Sciences

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

ACADEMY OF MOTION PICTURE
ARTS AND SCIENCES, a California
nonprofit corporation,

Plaintiff,

VS.

LASH FARY d/b/a DISTINCTIVE
ASSETS a/k/a DISTINCTIVE ASSETS
LLC

Defendant.

CASE NO. 2:16-cv-1061

STIPULATION OF FINAL
JUDGMENT AND CONSENT
ORDER

Judge: Hon. Manuel L. Real
Courtroom: 8, Second Floor

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2 Plaintiff Academy of Motion Arts and Sciences (the “Academy”) together
3 with Lash Fary d/b/a Distinctive Assets and Distinctive Assets LLC (collectively
4 “Defendants”) agree to the entry of this Stipulated Final Judgment and Consent
5 Order (“Consent Judgment”).

6 WHEREAS, on February 16, 2016, the Academy filed a complaint against
7 Plaintiffs sounding in trademark infringement, false advertising, and trademark
8 dilution;

9 WHEREAS the Academy’s complaint asserted the trademarks in the
10 OSCAR® word mark, registered pursuant to Certificate of Registration Nos.
11 1,096,990, 1,118,751, 1,996,585, and 2,021,582; the OSCARS® word mark,
12 registered pursuant to Certificate of Registration No. 1,528,890; the ACADEMY
13 AWARDS® word mark, registered pursuant to Certificate of Registration Nos.
14 1,103,859, 1,880,473 and 1,956,313; and the ACADEMY AWARD® word mark,
15 registered pursuant to Certificate of Registration No. 2,245,965 (collective referred
16 to as the “Academy’s Marks”);

17 WHEREAS, the Academy’s complaint sought to enjoin defendants from
18 using the Academy’s Marks in descriptions or advertisements for Defendants’ gift
19 bags, as well as in social media posts advertising Defendants’ products and services,
20 inclusive of any social media posts employing “hashtags” (e.g. “#Oscars,”
21 “#AcademyAwards,” and the like);

22 WHEREAS, Defendants acknowledge that that they do not have a
23 relationship with the Academy, are not in charge of gift bags for the Academy, do
24 not give out gift bags at the Oscar ceremony or on the premises of the Oscars;

25 WHEREAS, the Academy and Defendants have now reached an agreement to
26 settle all claims brought by the Academy;

27

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1 WHEREAS, Defendants acknowledge that they have knowingly and
2 voluntarily entered into this Consent Judgment after reviewing the same with their
3 counsel or having had ample opportunity to consult with counsel. Both the
4 Academy and Defendants understand the undertakings, obligations and terms of this
5 Consent Judgment; and

6 WHEREAS, Defendants have agreed to the jurisdiction of this Court to
7 enforce this Consent Judgment and to waive any right to appeal, seek judicial
8 review, or to otherwise challenge or contest the validity of this Consent Judgment.

9 NOW THEREFORE, the Academy and Defendants hereby agree, subject to
10 the Court's approval, as follows:

11 1) This Court has subject matter jurisdiction over this action and personal
12 jurisdiction over the parties, venue is proper in this district, and the Court has
13 jurisdiction to enter a judgment pursuant to the terms of this Consent Judgment as a
14 final resolution of this action.

15 2) Defendants, and their agents, servants, and employees, and all persons
16 acting thereunder, in concert therewith, or on Defendants' behalf, are hereby
17 ENJOINED from:

18 (a) Using any of the Academy's Marks in a) names of, b) tag lines
19 for, or c) any short form descriptions of, any gift bags
20 Defendants create and/or distribute, including without limitation,
21 use of the phrases "Everyone Wins At The Oscars®! Nominee
22 Gift Bags," "Everyone Wins Nominee Gift Bags in Honor of the
23 Oscars®, "Oscar Gift Bag," and "Oscar Swag Bag";

24 (b) Using any of the Academy's Marks to describe products
25 appearing in Defendants' gift bags;

26 (c) Promoting products or services through the use of hashtags that
27 contain the Academy's Marks;

- 1 (d) Representing, suggesting, or implying that Defendants are “in
2 charge of” any gift bags given at the Academy’s annual
3 Academy Awards ceremony;
- 4 (e) Representing, suggesting, or implying that Defendants have an
5 “exclusive” relationship, or any other formal relationship, with
6 the Academy or the Academy’s annual Academy Awards
7 ceremony;
- 8 (f) Representing, suggesting, or implying that Defendants’ gift bags
9 are given out at the Academy’s annual Oscars ceremony, or on
10 the premises of the Oscar ceremony; and
- 11 (g) Using the Academy’s Marks in any way in commercial
12 communications without prefacing those communications with a
13 disclaimer explaining (i) that Defendants have no relationship
14 with either the Academy or the Oscars ceremony and (ii) that
15 neither the Academy nor Distinctive Assets wants there to be any
16 association in the press between Distinctive Assets’ bags and the
17 Oscars or the Academy; for the avoidance of doubt, such
18 disclaimers are to be placed at the outset of the commercial
19 communications.

20 3) This injunction shall extend to commercial communications, whether
21 written, verbal, or visual, including without limitation, press releases, public
22 statements, interviews, social media posts, statements made on Defendants’ website,
23 published descriptions of products included in the gift bags which Defendants have
24 created, communications with product suppliers and potential product suppliers, and
25 any other promotional communications created by or for Defendants, including with
26 respect to generalized language about awards ceremonies that fails to expressly
27 except the Oscars;

1 4) Provided that Defendants comply with the terms of this injunction, they
2 may accurately state that Distinctive Assets is giving gift bags to Oscar nominees.

3 5) It is further ordered that, if Defendants, or either of them, or their
4 agents, servants, employees, or any other persons acting thereunder, in concert
5 therewith, or on Defendants' behalf, violate this Consent Judgment, Defendants
6 shall be required to pay to the Academy:

7 (a) \$50,000 in compensation for the Academy's continued
8 expenditure of effort to address Defendants' actions,
9 which shall be in addition to any damages, profits, and/or
10 punitive damages or enhancements, and
11 (b) all reasonable attorneys' fees and costs incurred by the
12 Academy in connection with any enforcement
13 proceedings.

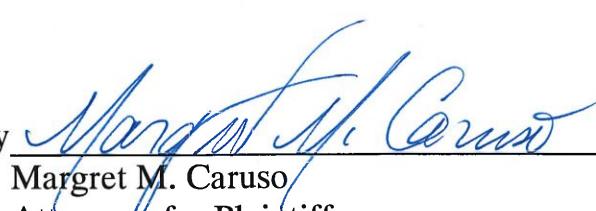
14 6) This Court will retain jurisdiction over the parties, as necessary, to
15 enforce the terms of this Consent Judgment.

16 The Parties hereby stipulate and agree, without further notice to any of them,
17 to entry of this Consent Judgment, which shall constitute a final judgment against
18 Defendants.

19
20 DATED: March 22, 2016

21 QUINN EMANUEL URQUHART &
22 SULLIVAN, LLP

23 By

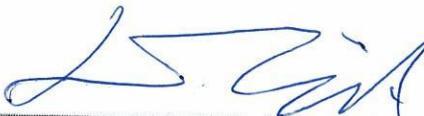
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Margret M. Caruso

25 Attorneys for Plaintiff

26 The Academy of Motion Picture Arts and
27 Sciences

1 DATED: March 22 2016

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